> *Krause substantial consideration* to develop the programs for its sole benefit ... [20]
>
> * * *
>
> We conclude in the absence of other evidence that Titleserv's right, *for which it paid substantial sums*, to possess and use a copy indefinitely without material restriction, as well as to discard or destroy it at will, gave it sufficient incidents of ownership to make it the owner of the copy for purposes of applying §117(a).[21]

The Respondents seek to evoke the same sympathy here.[22] But as this Court was not swayed by sympathy for the hard work that went into compiling facts in deciding *Feist v. Rural Telephone Service Co., Inc.*,[23] this Court ought not be swayed now. Sympathy is no substitute for the proper construction of the Copyright Act.

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[20] Pet. App. 10a (emphasis added).

[21] Pet. App. 12a (emphasis added).

[22] *See* Resp. Opp. Br. 3, 5, 6, 11, and 25 referring to payments.

[23] *Feist v. Rural Telephone Service Co., Inc.*, 499 U.S. 340, 111 S.Ct. 1282, 113 L.Ed.2d 358 (1991).

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

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